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Attorneys for Defendants
FIDELITY NATIONAL TITLE INSURANCE COMPANY
AND CHICAGO TITLE INSURANCE COMPANY

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS INDENTURE TRUSTEE,
ON BEHALF OF THE HOLDERS OF THE
ACCREDITED MORTGAGE LOAN
TRUST 2004-3 ASSET-BACKED NOTES,

Plaintiff,

vs.

FIDELITY NATIONAL TITLE
INSURANCE COMPANY, et al.

Defendants.

Case No.: 2:19-cv-00409-GMN-VCF

**STIPULATION AND PROPOSED
ORDER TO STAY CASE PENDING
APPEAL**

Plaintiff Deutsche Bank National Trust Company, as Indenture Trustee, on Behalf of the Holders of the Accredited Mortgage Loan Trust 2004-3 Asset-Backed Notes (“Bank”) and defendants Fidelity National Title Insurance Company and Chicago Title Insurance Company (“Insurers”) (collectively, the “Parties”), by and through their undersigned counsel, stipulate and agree as follows, subject to the approval of the District Court:

WHEREAS, there are now currently pending in the United States District Court for the District of Nevada more than three dozen actions between national banks, on the one hand, and their title insurers, on the other hand (the “Actions”);

WHEREAS, each of the Actions involves a title insurance coverage dispute wherein the national bank contends, and the title insurer disputes, that a title insurance claim involving an



HOA assessment lien and subsequent sale was covered by a policy of title insurance;

WHEREAS, in virtually all of these Actions, the title insurer underwrote an ALTA 1992 loan policy of title insurance with form 1 coverage, along with the CLTA 100/ALTA 9 Endorsement and either the CLTA 115.1/ALTA 4 Endorsement or the CLTA 115.2/ALTA 5 Endorsement (the “Form Policy”);

WHEREAS, each of the Actions implicates common questions of interpretation of the Form Policy;

WHEREAS, the national bank in one of these actions has now appealed a judgment of dismissal to the Ninth Circuit Court of Appeals, *Wells Fargo Bank, N.A. v. Fidelity National Title Ins. Co.*, Ninth Cir. Case No. 19-17332 (District Court Case No. 3:19-cv-00241-MMD-WGC) (the “*Wells Fargo II* Appeal”);

WHEREAS, the Parties anticipate that the Ninth Circuit Court of Appeals’ decision in the *Wells Fargo II* Appeal will likely touch upon issues regarding the interpretation of the Form Policy and the reasonableness of the insurer’s denial, that could potentially affect the disposition of the other Actions, including the instant action;

WHEREAS, Insurers previously moved to stay the instant action pending the disposition of the *Wells Fargo II* Appeal (the “Motion to Stay”);

WHEREAS of the Parties intend that the instant Stipulation is to withdraw and replace the previously filed Motion to Stay;

WHEREAS the Parties agree that it is appropriate and desirous to stay the instant action pending the disposition of the *Wells Fargo II* Appeal, that a stay of the instant action will not prejudice either of the Parties, and that a stay of the instant action will best serve the interests of judicial economy (given the possibility that the Ninth Circuit Court of Appeals’ decision on the *Wells Fargo II* Appeal might affect the disposition of this case);

NOW THEREFORE, the Parties, by and through their undersigned counsel, hereby stipulate and agree as follows:

1. The instant action shall immediately be **STAYED**, pending the disposition of the *Wells Fargo II* Appeal.



- 1 2. The scheduling order previously entered in this action is hereby **VACATED**.
2 3. Each of the Parties shall be excused from responding to any now-outstanding
3 discovery requests propounded by another until after the stay is lifted.
4 4. Any now-pending deadlines to file responses to, or replies in support of, any
5 outstanding motions are hereby **VACATED**.
6 5. By entering into this stipulation, the Parties are not waiving any right they may have to
7 subsequently move the Court for an order lifting the stay in this action.

8 Dated this 25th day of November 2019

EARLY SULLIVAN WRIGHT
GIZER & McRAE LLP

/s/--Kevin S. Sinclair

10 By: _____
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Attorneys for Defendants FIDELITY NATIONAL
TITLE INSURANCE COMPANY AND CHICAGO
TITLE INSURANCE COMPANY

16 Dated this 25th day of November 2019

WRIGHT, FINLAY & ZAK, LLP

17 **IT IS SO ORDERED.**

/s/--Lindsay D. Robbins

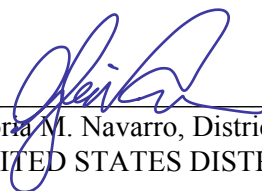
18 **IT IS FURTHER ORDERED** that
19 Defendants' Motion to Stay Case, (ECF
20 No. 22), and Motions to Dismiss, (ECF
21 Nos. 4, 23), are **DISMISSED as moot**.

21 **IT IS FURTHER ORDERED** that the
22 parties shall file a joint status report
23 every ninety days, beginning on March
24 9, 2020, addressing the status of the
25 *Wells Fargo II* Appeal.

By: _____
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Attorneys for Plaintiff DEUTSCHE BANK
NATIONAL TRUST COMPANY, AS INDENTURE
TRUSTEE, ON BEHALF OF THE HOLDERS OF
THE ACCREDITED MORTGAGE LOAN TRUST
2004-3 ASSET-BACKED NOTES

24 Dated this 13 day of December, 2019.

26 
27 Gloria M. Navarro, District Judge
UNITED STATES DISTRICT COURT

